

Exhibit B

Shandler Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND DIVISION**

IN RE:	§	
	§	CASE NO. 15-70098-rbk
ARABELLA PETROLEUM COMPANY,	§	
LLC,	§	Chapter 11
	§	
Debtor.	§	
	§	

**DECLARATION OF CHAD J. SHANDLER IN SUPPORT OF
THE MOTION OF THE DEBTOR FOR ENTRY OF AN ORDER
AUTHORIZING THE DEBTOR (I) TO EMPLOY AND RETAIN
COHNREZNICK LLP AS CRISIS MANAGERS FOR THE DEBTOR
NUNC PRO TUNC TO THE COMMENCEMENT DATE, AND (II) TO
APPOINT CHAD J. SHANDLER AS CHIEF RESTRUCTURING OFFICER**

I, Chad J. Shandler, state the following under penalty of perjury:

1. I am a Partner with CohnReznick, LLP ("CohnReznick"), which maintains offices at 1212 Avenue of the Americas, New York, New York 10036-1600. CohnReznick specializes in, among other things, supplying senior executives on an interim basis to financially troubled companies.

2. I submit this declaration on behalf of CohnReznick (the "Declaration") in support of the motion (the "Motion")¹ of the Debtor and debtor-in-possession (collectively, the "Debtor") in the above-captioned chapter 11 case for an order authorizing (a) the employment of CohnReznick as crisis managers, and (b) the appointment of Chad Shandler, Partner at CohnReznick and authorized representative of CohnReznick, as Chief Restructuring Officer of

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

the Debtor, under the terms and conditions set forth in the Motion. Except as otherwise noted,² I have personal knowledge of the matters set forth herein.

Terms of Compensation

3. Pursuant to the terms of the CohnReznick Engagement Letter, the Debtor has agreed to compensate CohnReznick \$710.00 per hour in consideration for my serving as the CRO. The Debtor and CohnReznick have agreed further that the Debtor will compensate CohnReznick weekly for the hourly services rendered by the Additional Personnel, to the extent necessary to assist me in my role as CRO. As of the date hereof, the Debtor agrees to compensate CohnReznick for the services of the Additional Personnel at the following hourly rates:

Partner	\$600 - \$810
Managers, Senior Managers, Directors	\$440 - \$630
Other Professional Staff	\$295 - \$430
Paraprofessionals	\$195

In the normal course of business, CohnReznick revises its hourly rates on February 1 of each year.

4. CohnReznick will submit weekly invoices to the Debtor, and the Debtor requests authority to pay, in the ordinary course of business, all reasonable amounts invoiced by CohnReznick for fees and expenses.

5. In addition, the Debtor will pay CohnReznick on a weekly basis for CohnReznick's reasonable, out-of-pocket expenses (including travel, telephone and facsimile, courier and copy expenses) incurred in connection with the engagement.

² Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at CohnReznick and are based on information provided by them.

6. Because CohnReznick is not being employed as a professional under section 327 of the Bankruptcy Code, it will not be submitting quarterly fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. However, CohnReznick will submit quarterly reports of compensation paid. Such reports will: (a) contain summaries of the services provided, (b) identify the compensation by me and each Additional Personnel provided; and (c) summarize the expenses incurred. CohnReznick's compensation and expenses will be subject to Court review in the event an objection is filed.

Prior Payments to CohnReznick

7. In connection with CohnReznick's retention as restructuring consultants in the period leading up to the Petition Date under the CohnReznick Engagement Letter, the Debtor paid a retainer of \$25,000.00. to CohnReznick. As of the Petition Date, the outstanding retainer amount was \$13,995.00. Pursuant to the CohnReznick Engagement Letter, invoiced amounts have been recouped against the retainer. During the 90 days prior to the commencement of this chapter 11 case, the Debtor paid CohnReznick a total of \$25,000.00 on account of services provided to the Debtor in contemplation of, and in connection with, their restructuring.

8. Due to the ordinary course and unavoidable reconciliation fees and submission of expenses immediately before, and after, the Petition Date, CohnReznick may have incurred unbilled fees and reimbursable expenses which relate to the prepetition period. CohnReznick hereby seeks this Court's approval to apply the retainer to these amounts and any further prepetition fees and expenses CohnReznick becomes aware of during its ordinary course billing review and reconciliation. Upon the proposed applications of the retainer, the Debtor would not owe CohnReznick any sums for pre-petition services. As of the Petition Date, CohnReznick continued to hold \$13,995.00 of the retainer, and intends to apply that retainer either against

amounts owed for work completed prior to the Petition Date or against CohnReznick's final fees and expenses as finally allowed by this Court.

CohnReznick's Connections to the Debtor and Parties in Interest

9. In connection with this proposed retention, CohnReznick undertook a lengthy conflicts analysis to determine whether it holds or represents any interests adverse to the Debtor. Such analysis consisted of a review of its contacts with the Debtor, its non-debtor affiliates, and certain entities holding large claims against or interests in the Debtor that were made reasonably known to CohnReznick by the Debtor. A listing of the parties reviewed is reflected in Exhibit A to this Declaration. CohnReznick's review included a query of such parties in a database containing names of individuals and entities that are represented by CohnReznick.

10. Based on that review, CohnReznick represents that to the best of its knowledge, CohnReznick knows of no fact or situation that could represent a conflict of interest for CohnReznick with regard to the Debtor.

11. Based on the results of its review, to the best of my knowledge, except as otherwise discussed herein, CohnReznick does not have a relationship with any of the parties listed in Exhibit A in matters related to these proceedings.

12. Further, as part of its diverse practice, CohnReznick appears in numerous cases and proceedings, and participates in transactions that involve many different professionals, including attorneys, accountants and financial consultants, some of whom may represent claimants and parties-in-interest in the Debtor's chapter 11 case.

13. Additionally, CohnReznick has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these

proceedings. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtor in matters upon which CohnReznick is to be employed, and none are in connection with this chapter 11 case.

14. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, CohnReznick has not been retained to assist any entity or person other than the Debtor on matters relating to, or in direct connection with, this chapter 11 case. If the Debtor is authorized by the Court to employ and retain CohnReznick, CohnReznick will not accept any engagement or perform any service for any entity in this chapter 11 case. CohnReznick may, however, provide professional services to entities that may be creditors or equity security holders of the Debtor or parties in interest in this chapter 11 case, provided that such services do not relate to, or have any direct connection with, this chapter 11 case.

15. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, except as otherwise disclosed herein, neither I nor any of CohnReznick's professional employees or representatives: (a) have any connection with the Debtor, its creditors or any other potential parties in interest in this chapter 11 case; or (b) are related or connected to any United States Bankruptcy Judge for the Western District of Texas, or any of the District Judges for the Western District of Texas who handle bankruptcy cases.

16. CohnReznick does not believe it is a "creditor" of the Debtor within the meaning of section 101(10) of the Bankruptcy Code.

17. To the best of my knowledge, none of CohnReznick, its subsidiaries, affiliates or any of its professionals is a direct holder of any of the Debtor's securities. It is possible that certain of CohnReznick's employees, managing directors, board members, equity holders or an

affiliate of any of the foregoing, may own interests in mutual funds or other investment vehicles that own the Debtor's debt or equity securities or other financial instruments including bank loans and other obligations. Typically, the holders of such interests have no control over investment decisions related to such investment funds or financial instruments. CohnReznick's policy prohibits its employees from trading in the Debtor's securities.

18. CohnReznick has not reviewed the relationship that the members of the CohnReznick engagement team may have against a comprehensive list of employees within the U.S. Trustee's office in this District, but will do so upon being provided with a list of such persons by the office of the U.S. Trustee.

19. In addition, to the best of my knowledge and based upon the results of the relationship search described above and except as otherwise disclosed herein, CohnReznick neither holds nor represents an interest adverse to the Debtor.

20. Despite the efforts described above to identify and disclose CohnReznick's connections with parties-in-interest in these cases, CohnReznick is unable to state with certainty that every client relationship or other connection has been disclosed.

21. If any new material relevant facts or relationships are discovered or arise, CohnReznick will promptly file a supplemental declaration pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure.

New York, New York
July 21, 2015



Chad J. Shandler
Authorized Representative
CohnReznick LLP

EXHIBIT A

Parties in Interest List
DEBTOR

Arabella Petroleum Company, LLC

DEBTOR'S ADVISORS

CohnReznick, LLP

UNITED STATES TRUSTEE

Henry Hobbs
Linda Adams
Deborah A. Bynum
Dianna Chavez
Brian Henault
Catherine L. Sughrue
Valerie Wenger
Nancy Ratchford
Michael R. Buckner
Kevin Epstein
Ann Killian
Jim Rose
Alma A. Sosa
Diane Livingstone
Adrian Duran
Valerie Goodwin
Genny Henicke
Jacqueline Boykin
Debra K. Congram
Liz Dodson
Hector Duran
Barbara Griffin
Ellen Hickman
Nancy Holley
Luci Johnson-Davis
Christine March
Linda Motton
Glenn Otto
Patricia Schmidt
Gwen Smith

Stephen Statham
Clarissa Waxton
Cindy Wright

HOLDER OF EQUITY INTERESTS IN DEBTOR

Jason Hoisager

ENTITIES AFFILIATED WITH JASON HOISAGER

Arabella Exploration, Inc.
Arabella Exploration, Limited Liability Company
Arabella Operating, LLC
Arabella Midstream, LLC

CREDITOR MATRIX

2T Partnership
5J Oilfield Services, LLC
A & C Farms Calvin & Ava Gerke
A-1 Sign Engravers, Inc
AC Lonestar Services, LLC
Alison Adair Family Revocable Living TR
Advance Fabrication & Measurement, LLC
Allied Wireline Services
Almager, Charisa J.
Alvarado's Oilfield Services
Alvy's Logistics/Alvy's Trucking, LLC.
AmeriFlush Portable Sanitation Rentals
Angler Oil & Gas
Anthony Energy, Ltd.
Arabella Exploration Company, LLC
Archer, Scott
ArkLaTex Gyro Services, LLC
B&L Satellite Rentals, Inc
Baker Hughes
Barrett, Stanford M.
Bartlett, Larry
Basin Engine & Pump Inc
Basin Packer Company, Inc.
Bassman, Harley S.
Bauer, Bruce Alan
BBS Capital Fund, LP
BDV Investments, LLC
BEA Logistics Services LLC, D/B/A Bulldog Frac Rentals
Bear Max, LLC

Becker, Steve
Bee Busters, Inc
Bickel & Brewer
BKL, Inc
Black Gold Rental Tools Inc.
Blue Quail
BOG Resources, LP
Boggs, Joe R.
Box Six Seven Four, LC
Bradley, James E.
Brantley Transportation LLC
Brilliant Energy LLC
Broncs, Inc.
Jack E. Brown & Etta B. Brown Rev. Trust
Bryan, Jo Ann
BTJ Services, LLC
Buckeye, Inc.
Burleson, Steven L.
Burnett, Lisa
Butch's Rat Hole & Anchor Service, Inc
Bybee Family Trust
Byrd Oilfied Services LLC
C W Ford Rentals
C&R Hot Shot Svc
C&S String Up Services, Inc.
Cagle Fishing & Rental Tools, Ltd
Caldwell, Robert
Camp Colorado Investments, LP
Jim Sam Camp, General Partner of the Camp Family Interest Partnership
Jim Sam Camp, Trustee under Trust Agreement dated 8/13/1971 of the Judith Camp Sauer Trust
Campbell, Austen S.
Campbell, Holten G.
Campbell, John L.
Capital Partners Funding, LLC, D/B/A Freight Capital
Caprock Title Midland, LLC Elliott & Waldron of Garden City
Cavalier Wahoo, LLP
Centerline Trucking, LLC
Central Texas Reclamation, LLC
Chad's Inspection Service
Chance Tool, LTD
Chaparral Industries, Inc
Chapman Services, Inc.
Cheyenne Gas Partners, LP
CK Rental, LLC
Clayton Williams Pipeline Corp
Clifton, Thomas L.

CMA Welding and Construction
Complete Pipe Services
Comptroller of Public Accounts
Comstock Oil & Gas, LP
Corrosion Ltd
Craft Wireline Services, Inc.
Crawford, C. Robert
Crenshaw Enterprises Ltd, D/B/A Tiger Industrial Rentals
Cromwell, Steven G.
Crossfire LLC
Culberson Construction, Inc.
Cummings, Debra Ann
Cummings, Peter E.
D&D Hot Shot and Transportation
Danaikil Exploration, LP
Davis, Bradford Grant
Davis-Lynch, LLC
Dawson Parrish, PC
Dehnad, Ryan
Delaware Basin Resources, LLC
Delaware Production Services,
Del's Fluid Calipers, Inc.
Dennis Energy Services, Inc
Denver Energy Investments
Desert Distributors, Inc.
Diamond M Trucking
Pecos, TX 79772
Dingus Investments, Inc.
Discovery Exploration
Diversified Lenders, Inc fbo Boomerang Trucking
DMIC Consulting
Dolle, Wilma
Dolores McCall
Don H. Wilson, Inc.
Down Hole Inspection
Drilformance, LLC
Drilling Acquisitions, LLC
Drilling Solutions, LLC
Driven 2 Deliver Logistic Services LLC
Dubose Drilling, Inc.
E & J Hot Shot and Transport
Eagle Capital Corporation For Jonezy Hot Shot Service
Eddye Dreyer
EHI, LC
Eiteljorg, Jack
Elephant Oil & Gas, LLC

Enchrsto Corporation
Enmark Services, Inc
Essman Family Partnership, LP
Evan Energy Investments, LC
EWD Permian 2, Ltd
EWD Permian 3, Ltd
EWD Permian, Ltd 2-1
EWD Permian, Ltd 3-1
EWD Permian, Ltd
EWD Permian, Ltd-1
Kelly Ann Young Ewin formerly Kelly Ann Young Dyess
Expedite Deliveries
Expro Americas, LLC
EZ Load
Fargo Investments, LP
Frank Andrew Fasken Trust
Fasken Midland, LLC
Fernando Bustos, P.C.
Fletcher, Royce
Flint Energy Services Inc.
Frac Commander, LLC
Francis, Chaucer K.
Friendly Trucking
Fry, John S.
G & W Trucking, Inc.
Gabe's Casing & Laydown Service, Inc.
Geltmeyer, Gwen
Gerke, Ava
Glen Kirk
Globe Energy Services, LLC
Good As Gold Casing Services
Great White Pressure Control LLC An Archer Company
Green, Evelyn Grace Shull
Janet Green formerly Janet R. Fry
Gulf Coast Tubulars
Gyro Technologies Inc, D/B/A Vaughn Energy Services
Gyrodatta Incorporated
H2Oil Disposal & Recovery Services
Hagelstein, Richard F.
Hauser Holdings, LLC
Henry F Maguire, M.D., Trustee
Henry Taw Production, LP
HLI Resources LLC Lockbox Number 677442
Hobbs Rental Corporation
Horizon Reserves, Inc.
Humphrey, Elizabeth D.

Hunt, John
I.C. Bell Investment & Test. Trust
Independence Oilfield Chemicals
Isco Industries, Inc.
J&C Oilfield Rentals, LLC
J&W Services & Equipment Company
J.A. Oilfield Manufacturing, Inc
J.L. Henry Corporation
Jackson, Andrew
JAM Oil & Gas, LP
James K. Miller Welding
Jan Electric, LLC
Jerry Thomas Consulting, Inc.
Jet Specialty, Inc
Jodie Howard Family Minerals, LLC
John M. Clark, Inc.
John West Surveying Company
JRJ Transportation
Kennedy Minerals, Ltd.
L&R Bit Company
Lafayette Steel Erector, Inc
LarMar Rents, LLC
Lea County Packer Sales & Rentals, Inc.
Leonard, R. W.
Lighthouse Energy Solutions Pioneer Consulting Services
Lightning Oilfield Services, Inc.
Lilly, Marjorie Young
Linkee Operating, Inc.
Little Eyes L.P.
Lobo Electric Inc
Lone Star Services
Lone Star Tank Rental, LP
Lowe, Richard L.
Lowe, Robert L.
Lufkin Industries, Inc
Lynx Production Company
M&J Assets, Inc
M&W Hot Oil, Inc
M3P Directional Services, Ltd
Macfarlane Arabella, LLP
Macfarlane Arabella, LP
MacPac Package & Mail Depot
Maggio, Frank
Malone Petroleum Consulting
Massey, Craig L.
Masterson Royalty Fund, LLC

Matthews, Patrick Marvin
McCabe Petroleum Corporation
McCall, Dolores
McClinton Energy Group, LLC
McJunkin Red Man Corporation
Melinda Brown
MICO Oilfield Services
MICO Rentals
Mico Services
Midland Energy Inc.
Mims & Smith Insurance Associates
Mithrail Holdings, LLC
MJ Systems
MMK Construction, LLC
Monahans Nipple Up Service
Monarch Resources, Inc
MP2 ENERGY TEXAS
MTN - Rayburn SWD
Multi-Shot, LLC D/B/A MS Energy Services
Musslewhite Trucking Company, LLC
My Fabrication Oilfield Service
National Oilwell Varco, L.P. #773
NCS Energy Services, LLC
Netrma Processing
NOG, LLC
Nolan Trucking
Nomac Drilling, LLC
North Texas Pressure Vessels Inc.
North Texas Tollway Authority
NOV Tuboscope Odessa Drill Pipe Reclamation
O.P. Leonard, Jr. Investment Co., Ltd
Oil Patch Rental Services
Oil Patch Water and Sewer Services, LLC
Oil States Energy Services, LLC
Omega Treating Chemicals, Inc
Oso Capital II, LP
P&P Welding & Service Company, LLC
Padgett, Jerod
Parsley Energy, LP
Pason Systems USA Corp
Patrick Hunter Young Trust #1 Bank of America, N.A., Agent
Peak Pressure Control, LLC
Pecos River Pipeline I, LP
Pecos Tire
Permian Anchors, Inc.
Permian Equipment Rentals

Phoenix Lease Services, LLC
Pipe Pros
Poage, Cody Michael
Poage, Kyle Frank
Pope, Leon
Power Up Rentals, LLC
Price Construction, Ltd.
Priority Energy Holdings, LLC
Pro Select Swd 4 LLC
ProPetro Services, Inc.
Pro-Tech Inspection, Inc.
Pruitt Tool & Supply Company, Inc.
Pyote Disposal
Pyote Water Systems III, LLC
Quality Gate & Controls
Quinn Pumps
R&D Pipe Company
Raff & Hall Drug Corp
Raven Resources, LLC
RDT Investments, LLC
Redback Coil Tubing, LLC.
Regency Energy Partners RGP Westex G&P I Ltd.
Reliance Industrial Products Ltd.
Richards, Marcy Nancy Baur
Rig Power Inc
Roc Service Company, LLC
Ronnie Wall, Inc.
Rosetta Resources Operating, LP
Royal Oilfield Service LLC
RRC Surveying, LLC
Russell K Hall and Associates
Midland, TX 79708-0925
RWI Construction, Inc
RWLS LLC, D/B/A Renegade Services
S.U.M. Professionals Inc.
Safari Energy, LP
Safety International-A DXP Compnay
Safety Solutions LLC
Sago Energy, LP
Sam's Drafting Service
Sanjan Hot Shot & Transporat LLC
Sapphire Royalties, Inc
Schmid, Jr, Walter A.
Scott Archer Archer Oil & Gas LLC
SDS Petroleum Consultants, LLC
Security Business Capital for benfit of San Jan Hot Shot & Transpo

Shelton, Barbara G.
Siegel, Carol Ann
Skiles, Marjo B.
Snelson's Natural Gas Measurement & Testing, LLC
SONE Energy Services, LLC
Sonic Petroleum Services, LLC
Sooner Oil, LLC
Sooner Pipe, L.L.C. Dept 26
Spangler Trucking & Hot Shot, LLC
Spidle Turbeco Inc, D/B/A Turbeco Inc., A Flotek Company
Split Rock Energy
Sprinkle King Irrigation
Stacy, Gary
Standard Energy Services
Stapleton, Craig
Stark Surveying LLC
State of Texas
Staton, Della
Stellar Oilfield Rentals, LLC
Stephens, Charles L.
Stephens, Joseph
Strike, LLC
String Up Machine Professionals Inc.
STW Energy Services, LLC
Suarez Bros. Crane & Heavy Haul, LLC c/o Crestmark
Summit Construction
Sunbelt Oilfield Supply
Suncoast Resources Inc.
Superior Performance
T Bob Amthor Co., Inc
T.A. Morris Consultants, LLC
T.K. STANLEY, INC. c/o BBVA Compass
Tactical Oilfield Products
Tango Investments, LLC
TCSafety Inc
TDJ Oilfield Services, LLC
Teledrift Company A Flotek Company
Tenacious Torque
Terrell, Angela D. (Necie)
Tervita LLC
TESSCO Energy Services, Inc
Texas General Land Office
Texas Tollways
The Cavins Corporation
The de Compiege Property Company No. 20, Ltd.
The de Compiegne Property Company No. 20, Ltd.

The Don Evans Group, Ltd
The Fasken Foundation
The Lonestar Trust
The New Mexico Company, Inc.
The Ninety-Six Corporation
Theiss, David H.
TLM2, Ltd.
Total Operations & Pro. Services Inc
Total Thru Tubing Services, Inc.
Trans-Pecos Instruments & Supply Inc
TRC Services of Texas, Inc.
Triad Pipe & Steel LLC
Triple J U.S.A., LLC
Triumph Downhole Services
Tubular Solutions Inc.
Jo Evelyn Turner f/k/a Jo Evelyn Brownlee
Turtle Resources, LLC
Two Hats Ventures, LLC
TXU Energy
Ulterra Drilling Technologies, LP
Universal Acidizing Inc
Valor Energy Services, LLC
Varel International, Inc
VDP Industries LLC
Venom Oilfield Services LLC
Versatile Oil Tools, LLC
V-F Petroluem, Inc
Viking Coil Tubing
W&A Properties, Inc
Andrew & Betty Walsh Living Trust
Alvin Walvoord, Jr., Trustee
Ward B Warren Trust "A"
Watts Blasting & Equipment
Wayne's Welding Service
Weatherford US, LP
Weir Seaboard
Well Shooter Services
Well-Foam Inc.
Linda J. Welty, Trustee
West 20 Trucking, Inc
Westway Ranches, LLC
Wetendorf, Jr., Fred H.
Whirlwind Trucking Inc.
White, S. W.
Wildhorse Interest, LLC
Wilson Safari Investments, LP

Wilson, Darrell Don
Windstream Communications
Wolfbone Investments, LLC
Woods, Gordon D.
Life Estate of Jane H. Woods
Woods, Jr., Jesse D.
Woods, William R.
Estate of William W. Woods Marian Drain, Executor
Woodward, Clint G.
Wortham
WRH, Inc.
WZL Wenzel Downhole Tools
XACT Technologies, Inc.
Young, Jr., George M.
Young, Marshall Ralph
Young, Sherman Stuart
Young, Sr., George M.
William Kelly Young, Jr. Trust #1 Bank of America, N.A., Agent
ZPZ Delaware I, LLC
The Diane Zugg Revocable Trust